

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

CITY OF LOS ANGELES, a municipal corporation;
See Attachment for Additional Parties

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

CITIZENS PRESERVING RUNYON, an unincorporated association;
See Attachment for Additional Parties

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

APR 18 2016

Sherri R. Carter, Executive Officer/Clerk
By: Moses Soto, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles Superior Court
Stanley Mosk Courthouse
111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

BS 161761

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Robert L. Glushon, Luna & Glushon, 16255 Ventura Blvd., Suite 950, Encino, CA 91436, Tel.: (818)907-8755

DATE: **APR 18 2016**
(Fecha)

SHERRI R. CARTER

Clerk, by
(Secretario)

M. Soto

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

4. ☐ by personal delivery on (date):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

SHORT TITLE: Citizens Preserving Runyon, et al. v. City of Los Angeles, et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

BOARD OF RECREATION AND PARK COMMISSIONERS OF THE CITY OF LOS ANGELES,
DOES 1 through 25, inclusive,

Respondents,

THE FRIENDS OF RUNYON CANYON FOUNDATION, a non-profit California corporation;
B&W HOLDINGS, INC., a California corporation; and
ROES 1
through 25, inclusive,

Real Parties In Interest.

SHORT TITLE: Citizens Preserving Runyon, et al. v. City of Los Angeles, et al.	CASE NUMBER
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
 → If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff ☐ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

ROBERT MANSELL, an individual;
 CHRIS BUNCH, an individual; and
 ELAINE LOCKHART, and individual,

Petitioners

1 ROBERT L. GLUSHON, S.B.#93840
2 SEAN BRYN S.B. #173371
3 KRISTINA KROPP S.B.#279316
4 LUNA & GLUSHON
5 16255 Ventura Boulevard, Suite 950
6 Encino, California 91436
7 Telephone: (818) 907-8755
8 Facsimile: (818) 907-8760

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

APR 18 2016

Sherri R. Cartar, Executive Officer/Clerk
By: Moses Soto, Deputy

Attorneys for Petitioners

D-1 BRAZILE

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CITIZENS PRESERVING RUNYON, an
unincorporated association; ROBERT
MANSELL, an individual; CHRIS BUNCH, an
individual; and ELAINE LOCKHART, and
individual,

Case No.: **BS 161761**

PETITION FOR WRIT OF MANDATE

Petitioners,

vs.

CITY OF LOS ANGELES, a municipal
corporation; BOARD OF RECREATION AND
PARK COMMISSIONERS OF THE CITY OF
LOS ANGELES, DOES 1 through 25,
inclusive,

Respondents,

THE FRIENDS OF RUNYON CANYON
FOUNDATION, a non-profit California
corporation; B&W HOLDINGS, INC., a
California corporation; and ROES 1
through 25, inclusive,

Real Parties In Interest.

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5. Finally, approval of the Project constitutes governmental action which will result in significant and substantial adverse effects on the properties of neighbors and residents in its vicinity, warranting due process rights including notice and an opportunity to be heard prior to any approval of the Project. Here, there was no notice to neighbors and other impacted residents and RAP approved the Project without consideration of likely adverse impacts for which the local City Councilmember representing the area publicly apologized.

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6. This Court has jurisdiction over the instant action under §§1085 and 1094.5 of the *Code of Civil Procedure*, and §§21168 and 21168.5 of the *Public Resources Code*.

PARTIES

7. Petitioner CPR is a duly organized California unincorporated association comprised of citizens, residents and taxpayers of Respondent City of Los Angeles ("City") whose members have beneficial interests in and title to real properties situated adjacent to and in the immediate neighborhood surrounding Runyon Canyon Park ("the Park"). CPR was founded and organized for the purpose of protecting the Park and the neighborhood surrounding the Park and includes residents who will be adversely impacted by the Project and the City's CEQA and due process violations in approving the Project.

8. Petitioner ROBERT MANSELL is an individual residing in the immediate vicinity of the Park who is a member of CPR and who will be adversely impacted by the Project and the City's CEQA and due process violations in approving the Project.

9. Petitioner CHRIS BUNCH is an individual residing in the immediate vicinity of the Park who is a member of CPR and who will be adversely impacted by the Project and the City's CEQA and due process violations in approving the Project.

10. Petitioner ELAINE LOCKHART is an individual residing in the immediate vicinity of the Park who is a member of CPR and who will be adversely impacted by the Project and the City's CEQA and due process violations in approving the Project.

11. Respondent City is a municipal corporation, organized and existing under the laws of the state of California, located within the County of Los Angeles. The City has the duty and responsibility to proceed in accordance with law, provide due process and ensure that all discretionary approvals comply with all applicable laws, including CEQA. *Public Resources Code* §21000 *et. seq.*; and 14 Cal. Code Regs. §15000 *et. seq.*

12. Pursuant to the City's Charter and Municipal Code, RAP is vested with the authority to control all of the City's recreation and park sites, including the Park, and to appropriate and expend money in the Recreation and Parks Fund. Collectively, Respondent City and RAP hereinafter will be referred to either as the "City" or "Respondents."

13. Petitioners are informed and believe and thereon allege that Real Party in Interest Friends of Runyon Canyon Foundation ("FORC") is a non-profit California corporation whose

1 stated mission is to assist in the restoration, preservation, and enhancement of the Park through
2 public-private collaboration. Pursuant to a Memorandum of Understanding with RAP, FORC is
3 authorized to conduct fundraising activities, project proposals and community surveys for the
4 preservation and maintenance, restoration, enhancement, and other related activities in support of
5 the Park. During the approval and negotiation process for the MOU, FORC pledged to
6 collaborate with City Council District 4, Hollywood Hills West Neighborhood Council, and
7 independent contractors for the purpose of fulfilling their and RAP's objectives at the Park, but
8 as set forth more fully herein has flagrantly failed to do so.

9 14. Petitioners are informed and believe and thereon allege that Real Party in Interest
10 B&W Holdings, Inc. ("B&W Holdings") is a California corporation and the general contractor
11 authorized by Respondents and/or FORC for the purpose of constructing the Project.

12 15. Petitioners are ignorant of the true names and capacities of Respondents or other
13 Real Parties in Interest sued herein as DOES 1-25, inclusive, and ROES 1-25, inclusive, and,
14 therefore, sues these individuals and/or entities by such fictitious names. Petitioners will amend
15 this petition to allege the true names and capacities of fictitiously named parties when
16 ascertained. Petitioners are informed and believe and thereon allege that each party designated
17 herein as a DOE and/or a ROE is responsible for the events and happenings alleged in this
18 petition or has a beneficial interest in the discretionary actions challenged herein.

19 16. Petitioners are informed and believe and thereon allege that at all times herein
20 mentioned, Respondents or other Real Parties in Interest, and each of them, were the agents,
21 servants, employees, partners, and alter egos of the remaining Respondents or other Real Parties
22 in Interest, that the acts complained of herein were done within the course and scope of said
23 agency, service, employment, and partnership, and that the acts by each Respondent or other
24 Real Party in Interest were ratified, approved and adopted by each of the remaining Respondents
25 or Real Parties in Interest. Wherever the terms "Respondents," or "Real Parties in Interest" is
26 used herein, it shall mean "Respondents and/or other Real Parties in Interest, and each of them."
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17. The Park was acquired by the City in 1984, and is an unstaffed, 136.76 acre rural wilderness area with a 90 acre off-leash dog park, an open space turf-area, and hiking trails located at 2000 N. Fuller Avenue in the hillside area of the Hollywood community.

18. The Park is zoned OS-1XL, for “Open Space Zone,” and is surrounded on all sides by residential properties the majority of which are zoned RE (“Residential Estate Zone”), and the remainder R3 (“Multiple Dwelling Zone”).

19. Unlike most other City parks, there are absolutely no recreational facilities at the Park: no sports fields; no sports courts; no children's playground equipment and no recreational game uses. Along with hiking trails and the minor remains of an old estate at the property, the majority of the Park is a natural "wilderness" area and is home to vast natural vegetation, principally wild chaparral interspersed with drought-resistant evergreen trees and shrubs; Southern California wildlife including flickers, bobcats, and coyotes; as well as numerous bird species including red crested woodpeckers, owls, and red tailed hawks.

20. In 1986, with the input and help of citizens, public agencies and community and regional organizations, RAP adopted the Master Plan and Design Guidelines (“Master Plan”) for the development of the Park. The Master Plan acknowledges that though in the heart of Hollywood, one of the most densely populated neighborhoods in the City, the Park maintains its native ecology. It champions and encourages as an explicit goal ongoing community involvement with regard to operation of the Park.

21. The Master Plan sets forth anticipated uses for the Park and establishes a framework of land unit designations for the different areas of the Park, from most to least natural, in an effort to reinforce consistent decision making.

22. The Master Plan provides that there will be no exercise course provided at
the Park.

23. As projected by the Master Plan, or around October 6, 1999, RAP approved a 90-acre Off-Leash Dog Exercise Area Policy at the Park.

1 24. Since the implementation of the Off-Leash Dog Exercise Area, thousands of
2 members of the general public have used and continue to use the Off-Leash Dog Exercise Area.

3 25. The Off-Leash Dog Exercise Area at the Park is the largest off-leash dog park in
4 the City.

5 26. The Off-Leash Dog Exercise Area is used in conjunction with the City's Off-
6 Leash Dog Exercise Area Guidelines which establish the key factors to be considered in
7 selecting an off-leash dog exercise area in Los Angeles parks. Pursuant to the Guidelines, off-
8 leash dog exercise areas should be situated on property that is not developed for recreational use
9 and/or in areas of parks that are not heavily used for other recreational activities so as to reduce
10 the potential for conflict.

11 27. **The site of the proposed Project, a recreational use, is to be located within the**
12 **existing Off-Leash Dog Exercise Area.**

13 28. In July of 2014, RAP received an unsolicited proposal from Mr. Neima Khaila,
14 Chief Operating Officer of Pink Dolphin Clothing, LLC, a San Francisco based clothing
15 manufacturer, to construct the Project in place of an existing concrete slab (possibly the vestige
16 of the estate which existed long prior to the City's ownership of the Park land) on a hillside at the
17 Park.

18 29. Although seemingly "minor," the Project actually includes the replacement of an
19 existing retaining wall; leveling and resurfacing of the concrete slab with non-slip material and
20 court lines; demolition and removal of existing, fallen chain-link fencing; replacement of fencing
21 with the installation of new ten foot high, coated fencing around the perimeter of the court;
22 installation of basketball equipment consisting of 2 eight inch regulation height poles with
23 overhang fixtures, tempered-glass backboards and heavy duty goals; and installation of a new
24 drinking fountain with related plumbing and connections which will serve both people and dogs.

25 30. Notably, Respondents have chosen to call the Project a "refurbishment" of an
26 existing tennis court, when, in actuality, the existing "court" is nothing more than a concrete slab,
27 possibly the vestige of the estate which existed long prior to the City's ownership of the Park
28 land, located on a hillside at the Park and in the process of being reclaimed thereby.

1 31. Petitioners are informed, believe and thereon allege that there has never been a
2 “net” or any use of this concrete slab as a tennis court during the entire time period of the Park.

3 32. The Project also includes a large, brightly colored corporate logo for Pink Dolphin
4 Clothing, LLC, directly on the court:



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13 33. The bright and intrusive logo will be visible from adjacent trails and other
14 wilderness areas of the Park.

15 34. The cost of construction of the Project is approximately \$252,708.00.

16 35. Following Mr. Khaila’s proposal, RAP initiated discussions regarding the Project
17 with City Council District 4 (“CD 4”) and FORC but without any outreach or notice to adjacent
18 neighbors and residents who would be impacted by the Project.

19 36. RAP then presented and discussed the Project with the Partnership Division; the
20 Planning, Construction and Maintenance Branch; and RAP’s Facility Maintenance and Repair
21 Task Force. Again, there was no notice to, nor discussions with, adjacent neighbors and impacted
22 residents.

23 37. Despite claiming to have received “positive feedback” from the community,
24 neither RAP, CD 4, FORC or any other City department, agency or organization ever presented
25 or discussed the Project with any of the adjacent neighbors and impacted residents or the
26 Hollywood Hills West Neighborhood Council, an advisory body of City government which
27 purpose under the City Charter and Municipal Code is to advise City officials on pending issues
28 and projects such as the Project here.

1 38. In fact, during the time period they were internally considering the Project, FORC
2 held several other community meetings to discuss ongoing matters at the Park. Despite having
3 ample opportunity to do so, FORC never disclosed, gave notice or even mentioned the Project.

4 39. Petitioners are informed, believe and thereon allege that during the time period
5 they were internally considering the Project, RAP also held several other community meetings to
6 discuss ongoing matters at the Park and despite also having ample opportunity to do so, never
7 disclosed, gave notice or even mentioned the Project.

8 40. On November 4, 2015, RAP met and considered a General Manager's Report
9 which recommended approval of the Project including the inclusion of the Pink Dolphin
10 Clothing, LLC's corporate logo on the basketball court and the installation of recognition
11 signage; to authorize staff to issue a temporary, revocable Right Of Entry Permit to FORC and
12 their general contractor, B&W Holdings, authorizing access to the site for the installation of the
13 Project; **and to find that the Project was exempt from CEQA pursuant to Article III,**
14 **Section 1(y), Class 11, Categories 3 and 6 of the City's CEQA Guidelines.**

15 41. No written notice was given to any adjacent neighbors or impacted residents of
16 RAP's November 4, 2015 hearing. No notice of RAP's November 4, 2015 hearing was posted
17 anywhere on or near the Park. As a result, no adjacent neighborhoods or impacted residents,
18 including Petitioners, attended the RAP's November 4, 2015 meeting.

19 42. Without hearing any objections, concerns or considering any adverse impacts or
20 considering whether the Project was in compliance with the Master Plan for the Park, RAP voted
21 to approve the General Manager's Report recommending approval of the Project.

22 43. RAP's November 4, 2015 decision of Project approval was not further appealable
23 and there were and no other administrative remedies.

24 44. On or about December 3, 2015, FORC and/or RAP, along with contractor B&W
25 Holdings, submitted three building permit applications in connection with the Project. Two of
26 these building permits, for the retaining wall and for backfill in connection with the retaining
27 wall were issued on or about January 22, 2016.

1 45. On or about April 1, 2016, the City closed the Park for the Runyon Canyon Water
2 System Improvement Project, a completely separate project to replace the 1-mile stretch of a 6-
3 inch pipe that runs through the Park which aims to reduce pipe breaks and improve water quality
4 for the surrounding community.

5 46. Despite having been issued building permits on January 22, 2016, and in a
6 flagrant effort to avoid community detection of the Project, FORC and/or RAP and B&W
7 Holdings *waited* until after the April 1st closure to begin construction of the subject Project.

8 47. To the astonishment of Petitioners and other residents and community
9 stakeholders in the vicinity of the Park, overnight and without any warning or notice, the Park
10 became a construction zone.

11 48. The Project, which would be the first and only recreational sports use in the
12 entire Park would, if allowed to proceed to completion, cause substantial adverse impacts on the
13 Petitioners and the surrounding neighbors and residents, especially with regard to noise,
14 aesthetics, biological resources, recreation, traffic and land use compatibility.

15 49. Currently, without any game courts, the use of the Park causes very little, if any,
16 noise impacts on the surrounding neighborhood. With the Project, the sound impacts from
17 bouncing basketballs and sports participants will not just impact adjacent neighbors and residents
18 but also the public's proper, lawful uses within the Park such as hiking and the Off-Leash Dog
19 Exercise Area. The noise impacts will present a substantial permanent increase in ambient noise
20 levels at the Park and the surrounding neighborhood.

21 50. Currently, there are also no "private company" logos or corporate signs anywhere
22 in the Park. The introduction of a large *pink* dolphin logo, visible from the hiking trails and other
23 areas of the wilderness park, will scar the otherwise natural, wild natural aesthetics of the Park
24 causing a substantial adverse effect on scenic vistas and degrading the existing visual character
25 of the Project site and the Park.

26 51. Additionally, there are numerous bird species, including red crested woodpeckers,
27 owls, and red tailed hawks which live and nest in the immediate vicinity of the Project site. The
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1 introduction of the Project will adversely impact these species by substantially interfering with
2 their nursery sites and movement.

3 52. The Project would further increase the already congested transportation routes and
4 parking insufficiencies surrounding the Park. The Park is an extremely popular tourist
5 destination (Google lists it in its "top 10" things to do in Los Angeles), already causing traffic
6 congestion and inadequate parking impacts. A basketball court would attract even more visitors,
7 further exacerbating this existing problem.

8 53. The Project conflicts with the Master Plan which currently provides that there will
9 be no exercise course at the Park. **The Project would be the first and only recreational sports**
10 **use in the entire Park.**

11 54. The Project conflicts with the City's Off-Leash Dog Exercise Area Guidelines
12 which provide that off-leash dog exercise areas should be situated on property not developed for
13 recreational use.

14 55. Introduction of the Project, in willful ignorance of the Master Plan and the Off-
15 Leash Dog Exercise Area Guidelines, will set a precedent for further action by RAP, FORC and
16 the City to change the character of the Park from a wilderness nature zone into a standard
17 recreational park, of which there are plenty in the area.

18 56. The Project, by definition, involves the construction of a recreational facility at a
19 park and an increase in the use of an existing park. Due to the adverse physical effects described
20 hereinabove, the Project will therefore have a significant environmental impact on recreation.

21 **FIRST CAUSE OF ACTION**

22 **VIOLATION OF CEQA**

23 57. Petitioners repeat, reallege and incorporate by reference each and every allegation
24 contained in Paragraphs 1-56, inclusive, as though fully set forth herein.

25 58. CEQA requires the City to conduct adequate environmental review prior to
26 making any formal decision regarding projects subject thereto. (CEQA Guidelines §15004). By
27 adopting an inapplicable Categorical Exemption, the City, and particularly RAP, has failed to do
28 so in violation of CEQA.

1 59. Class 11 exemptions consist of construction or placement of minor structures
2 accessory to (appurtenant to) existing commercial, industrial, or institutional facilities. As noted
3 in the City's own CEQA Guidelines, Class 11 exemptions are qualified by consideration of
4 where the project is to be located.

5 60. Here, the Project is located in a public park, zoned for "Open Space" and
6 surrounded on all sides by residentially zoned properties. The Project is not appurtenant to any
7 existing commercial, industrial, or institutional facilities, and, therefore, Class 11 exemptions are
8 inapplicable to the Project.

9 61. Furthermore, Class 11 exemptions may not be utilized where the project may
10 impact on an environmental resource of hazardous or critical concern where designated,
11 precisely mapped and officially adopted pursuant to law by federal, State or local agencies.

12 62. Here, the Project is subject to the Master Plan which expressly provides that there
13 will be no exercise course provided at the Park and the City's Off-Leash Dog Exercise Area
14 Guidelines which provide that off-leash dog exercise areas should be situated on property that is
15 not developed for recreational use. Accordingly, Class 11 exemptions are inapplicable to the
16 Project.

17 63. Class 11, Category 3 exemptions are only applicable to game courts, play
18 equipment, drinking fountains, restrooms, fences, walks, visuals screens, or single tennis courts
19 constructed in residential areas. The Project is not proposed in a residential area or on
20 residentially zone land. Accordingly, a Class 11, Category 3 exemption cannot be relied upon.

21 64. Class 11, Category 6 exemptions are only applicable for the construction or
22 placement of minor structures accessory to (appurtenant to) existing commercial, industrial or
23 institutional facilities. The Project is not appurtenant to any existing commercial, industrial, or
24 institutional facilities, and, therefore, a Class 11, Category 6 exemption cannot be relied upon.

25 65. It is the City's burden to prove the Project fits within this class of categorical
26 exemption. The City has failed to meet this burden.

1 66. Even if the Project did fit within the Class 11 exemption, which it clearly does
2 not, the exemption would be inapplicable because exceptions to categorical exemptions apply.
3 (CEQA Guidelines §15300.2)

4 67. A categorical exemption is inapplicable when “there is a reasonable possibility
5 that the activity will have a significant effect on the environment due to unusual circumstances.”
6 (CEQA Guidelines §15300.2(c)).

7 68. The unusual circumstance here is that the within Project is not on residential
8 property, but is, instead, a 136.76 acre rural park with a 90 acre off-leash dog park, surrounded
9 by residential properties. These features distinguish it from other properties in the Class 11
10 exempt class. As a result, there is clearly a reasonable probability that the Project will cause
11 significant, adverse environmental effects. Thus, pursuant to CEQA Guidelines §15300.2(c), use
12 of an exemption is prohibited.

13 69. Moreover, as set forth above, the Project will have a significant impact noise,
14 aesthetics, biological resources, recreation, traffic and land use compatibility. Thus, under CEQA
15 Guidelines §15300.2(c), use of an exemption is prohibited.

16 70. Petitioners have complied with Public Resources Code §21167.5 by providing the
17 City with notice of intention to commence the within action. [Exhibit A].

18 **SECOND CAUSE OF ACTION**

19 **VIOLATION OF DUE PROCESS**

20 71. Petitioners repeat, reallege and incorporate by reference each and every allegation
21 contained in Paragraphs 1-70, inclusive, as though fully set forth herein.

22 72. Despite claiming to have received “positive feedback” from the community with
23 regard to the Project, neither RAP, Council District 4, FORC or any other City department,
24 agency or organization ever presented or discussed the Project with any of the neighborhood
25 residents, including Petitioners, or the Hollywood Hills West Neighborhood Council, an advisory
26 body of City government the purpose of which under the City Charter and Municipal Code is to
27 advise City officials on pending issues and projects such as the Project here.

1 73. In fact, during the time period they were internally considering the Project, FORC
2 held several other community meetings to discuss ongoing matters at the Park and despite of
3 having ample opportunity to do so, never mentioned the Project.

4 74. Petitioners are informed, believe and thereon allege that during the time period
5 they were internally considering the Project, RAP also held several other community meetings to
6 discuss ongoing matters at the Park and in spite of having ample opportunity to do so, never
7 disclosed, gave notice or even mentioned the Project.

8 75. No written notice was sent out to any neighborhood residents advising of RAP's
9 November 4, 2015 hearing to approve the Project; no notice of the November 4, 2015 hearing
10 was posted anywhere on or near the Park; and, as a result, no Petitioners or neighborhood
11 residents attended RAP's November 4, 2015 meeting.

12 76. Despite having been issued building permits for construction of the Project on
13 January 22, 2016, in a concerted effort to avoid community detection, FORC and/or RAP, and
14 B&W Holdings *waited* until after April 1, 2016, when the City closed the Park for the Runyon
15 Canyon Water System Improvement Project, a completely separate project, to begin
16 construction.

17 77. To the surprise of Petitioners and other residents and community stakeholders in
18 the vicinity of the Park, overnight and without any warning or notice, the Park became a
19 construction zone.

20 78. The Project will cause substantial and significant impacts on noise, aesthetics,
21 biological resources, recreation, traffic and land use compatibility. It is inconsistent with the
22 Master Plan, the City's Off-Leash Dog Exercise Area Guidelines, and will set a precedent for the
23 privatization of the Park changing its character.

24 79. As such, approval of the Project constitutes governmental action which results in
25 significant and substantial deprivations of property.

26 80. Petitioners are informed, believe and thereon allege that the Project will also
27 diminish the values of their, and the surrounding neighborhood's, property values.
28

1 81. By failing to provide notice and an opportunity to be heard to the Petitioners and
2 the surrounding neighborhood, the City has violated Petitioners' federal and state constitutional
3 rights to due process.

4 WHEREFORE, Petitioners pray for judgment against Respondents and Real Parties, and
5 each of them, as follows:

6 1. That this Court issues a writ of mandamus directing the City and its departments,
7 including RAP, to set aside their approval of the Project and to require preparation of legally
8 adequate environmental review, as well as adequate notice and a hearing, before any re-
9 approval of the Project;

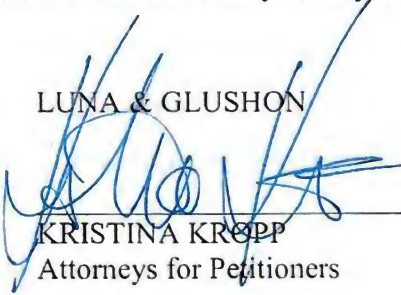
10 2. For a temporary restraining order, and preliminary and permanent injunctions
11 enjoining further construction and completion of the Project until this action can be decided on
12 the merits;

13 3. For costs of suit and attorneys' fees according to law, including *Code of Civil*
14 *Procedure* § 1021.5; and

15 4. For such other and further relief as the Court may deem just and appropriate.

16
17 Dated: April 15, 2016

LUNA & GLUSHON

18
19 
KRISTINA KROPP

20 Attorneys for Petitioners
21
22
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28

VERIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

I have read the foregoing PETITION FOR WRIT OF MANDATE and know its contents.

I am a party to this action. The matters stated in the foregoing document are true to my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed this 15th day of April, 2016, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

ROBERT MANSELL

PRINT NAME

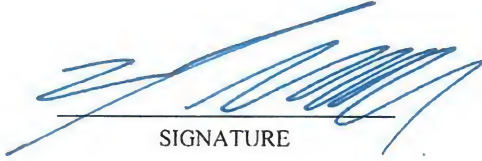

SIGNATURE

Exhibit A

LUNA & GLUSHON
ATTORNEYS

16255 VENTURA BOULEVARD, SUITE 950
ENCINO, CALIFORNIA 91436
TEL: 818-907-8755
FAX: 818-907-8760

Century City Office
1801 Century Park East, Suite 2400
Los Angeles, CA 90067

April 15, 2016

VIA U.S. MAIL and FACSIMILE at (213) 978-1027

Holly L. Wolcott, City Clerk
City of Los Angeles
200 N. Spring Street, Room 360
Los Angeles, CA 90012

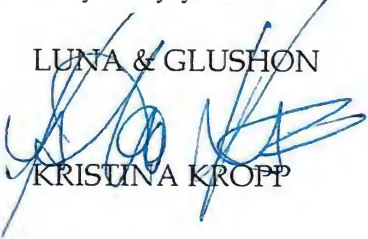
Re: Notice of Intent to Challenge November 4, 2015 Approval by
the Board of Recreation and Park Commissioners of the City
of Los Angeles for Basketball Court at Runyon Canyon Park

Dear Ms. Wolcott:

Please take notice that on behalf of Citizens Preserving Runyon we intend to commence an action to challenge the City's (through the Board of Recreation and Park Commissioners) November 4, 2015 approval of the construction of a basketball court, and related improvements, at Runyon Canyon Park. Specifically, and primarily, we object to the use of a categorical exemption for the approval of this project since the claimed exemptions are inapplicable and it may, and will, have adverse environmental impacts.

Very truly yours,

LUNA & GLUSHON


KRISTINA KROPP



Sarah Dusseault <sarah.dusseault@lacity.org>

Settlement Offer Letter

Rob Glushon

Tue, Apr 19, 2016 at 11:43 AM

To: Sarah Dusseault <sarah.dusseault@lacity.org>

Cc: Renee Weitzer <renee.weitzer@lacity.org>, Anastasia Mann

Sarah,

See attached settlement offer letter that we intend to provide to the City Clerk and City Attorney today.

Under the City Charter, the City Council has authority to settle this lawsuit and we would ask that David and your staff facilitate getting this on the Closed Session Agenda for next week at whichever Council meeting is best for you and that David support the proposed settlement that would provide for due process, notice and a hearing before either RAP or City Council Committee (whichever you and City Atty think is appropriate) for further consideration.

I can't emphasize enough that this is not just about a basketball court. It is about transparency, due process and including the community in the City process of decisions especially the precious resource of a wilderness, off leash dog park where the Master Plan expressly prohibits such recreational uses.

Robert L. Glushon, Esq.**Luna & Glushon****16255 Ventura Boulevard, Suite 950****Encino, California 91436****Telephone** , 818.907.8760**Fax** (818) 907-8760**Century City Office****1801 Century Park East, Suite 2400****Los Angeles, California 90067**

9/9/2016

City of Los Angeles Mail - Settlement Offer Letter

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SETTLEMENT OFFER LETTER.pdf

149K



Sarah Dusseault <sarah.dusseault@lacity.org>

Runyon Canyon Park Lawsuit

Sarah Dusseault <sarah.dusseault@lacity.org>

Tue, Apr 19, 2016 at 9:12 AM

To: Vera Sergeeva

Cc: "renee.weitzer@lacity.org" <renee.weitzer@lacity.org>, Rob Glushon <rglushon@lunaglushon.com>, Kristina Kropp

Thank you.

Sarah Dusseault
 Chief of Staff
 Councilmember David E. Ryu
 213 473 7004
 Sent from my iPhone

> On Apr 19, 2016, at 8:56 AM, Vera Sergeeva

> wrote:

>

> At request of Rob Glushon please see attached courtesy copy of the lawsuit which was filed in the Los Angeles Superior Court yesterday.

>

> Rob will call you regarding this later.

>

> Vera Sergeeva

> Paralegal

> LUNA & GLUSHON

> 16255 Ventura Boulevard, Suite 950

> Encino, California 91436

> Telephone:

> Facsimile:

> E-mail:

>

> *****

>

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>

> <SUMMONS (conformed).pdf>

> <PETITION (conformed).pdf>



Sarah Dusseault <sarah.dusseault@lacity.org>

Fwd: Ex Parte re Citizens Preserving Runyon v. City of LA, LASC BS 161761

Strefan Fauble <strefan.fauble@lacity.org>

Thu, Apr 21, 2016 at 3:33 PM

To: Sarah Dusseault <sarah.dusseault@lacity.org>

Here is a letter confirming the cancellation of the ex parte, just for your records.

On Thu, Apr 21, 2016 at 3:32 PM, Sarah Dusseault <sarah.dusseault@lacity.org> wrote:

Thanks.

Sarah Dusseault
Chief of Staff
Councilmember David E. Ryu
213 473 7004
Sent from my iPhone

On Apr 21, 2016, at 3:27 PM, Mary Decker <mary.decker@lacity.org> wrote:

All:

It's confirmed. The *ex parte* is off calendar for tomorrow.

Mary

—— Forwarded message ——

From: **Kristina Kropp** <

Date: Thu, Apr 21, 2016 at 3:19 PM

Subject: RE: Ex Parte re Citizens Preserving Runyon v. City of LA, LASC BS 161761

To: Mary Decker <mary.decker@lacity.org>, Rob Glushon <

Cc: Timothy McWilliams <tim.mcwilliams@lacity.org>

Thanks, Mary.

Based upon your confirmation, we will not be appearing in Court tomorrow seeking a TRO or OSC re Preliminary Injunction. The *ex parte* is cancelled.

Kristina

Kristina Kropp, Esq.

Luna & Glushon

16255 Ventura Boulevard, Suite 950

Encino, California 91436

Telephone

Fax (818) 907-8760

Century City Office

1801 Century Park East, Suite 2400

Los Angeles, California 90067

=====

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From: Mary Decker [mailto:mary.decker@lacity.org]

Sent: Thursday, April 21, 2016 3:17 PM

To: Rob Glushon <rob.glushon@lacity.org>; Kristina Kropp

1>

Cc: Timothy McWilliams <tim.mcwilliams@lacity.org>

Subject: Ex Parte re Citizens Preserving Runyon v. City of LA, LASC BS 161761

Dear Rob and Kristina:

As follow up to our telephone discussion earlier this afternoon, please be advised that the Recreation and Parks Department (RAP) management in coordination with Councilman Ryu has at this time already taken action to halt construction of the basketball court at Runyon Canyon Park, the relief requested in your *ex parte* notice, thus eliminating the need for any *ex parte* proceeding in court on April 22, 2016. The halting of the basketball court construction is confirmed in Councilman Ryu's April 21, 2014 correspondence with Mike Shull, General Manager of RAP, which you have received.

Please confirm as soon as possible with me via email that you have taken this *ex parte* off calendar for tomorrow morning.

As we discussed today, there is no need to expend further litigation resources on this case at this time and we will discuss early next week about how to most efficiently address the litigation, perhaps via a stipulated stay order.

As a separate matter, I understand that there are ongoing repairs of an existing retaining wall that will continue to completion in order to stabilize the existing trail road. This work is unrelated to the basketball court project.

Thank you.

Mary Decker

—

MARY J. DECKER, DEPUTY CITY ATTORNEY

Office of the City Attorney

Real Property and Environment Division

City of Los Angeles

200 N. Main Street, Room 701

Los Angeles, CA 90012

Tel:

Fax: (213) 978-8090

E-Mail: Mary.Decker@lacity.org

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MARY J. DECKER, DEPUTY CITY ATTORNEY
Office of the City Attorney
Real Property and Environment Division
City of Los Angeles
200 N. Main Street, Room 701
Los Angeles, CA 90012
Tel:
Fax: (213) 978-8090
E-Mail: Mary.Decker@lacity.org

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—
Strefan Fauble
Deputy City Attorney III

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Ex Parte Notice 2 - Runyon Canyon basketball.pdf
102K

LUNA & GLUSHON

ATTORNEYS

16255 VENTURA BOULEVARD, SUITE 950
ENCINO, CALIFORNIA 91436
TEL: 818-907-8755
FAX: 818-907-8760

Century City Office
1801 Century Park East, Suite 2400
Los Angeles, CA 90067

April 21, 2016

VIA FACSIMILE

Los Angeles City Recreation and Parks Department
Office of Board of Commissioners
221 N. Figueroa St. Suite 300
Los Angeles, CA 90012
Fax: (213) 202-2610

Re: CANCELLATION of Ex Parte Notice
Los Angeles Superior Court Case No. BS161761

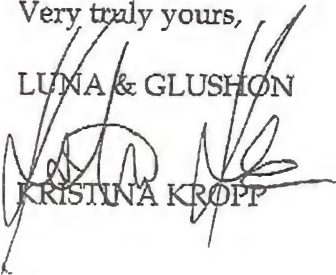
To Whom It May Concern:

This letter is a courtesy copy to inform the Board of Commissioners that based upon the City of Los Angeles's confirmation that construction of the basketball court at Runyon Canyon Park has voluntarily been stopped, we are CANCELLING tomorrow's ex parte hearing in Department 85 of the Los Angeles Superior Court.

Please do not hesitate to contact us with any questions or concerns.

Very truly yours,

LUNA & GLUSHON


KRISTINA KROPP

LUNA & GLUSHON

ATTORNEYS

16255 VENTURA BOULEVARD, SUITE 950
ENCINO, CALIFORNIA 91436
TEL: (818) 907-8755
FAX: (818) 907-8760

Century City Office
1801 Century Park East, Suite 2400
Los Angeles, CA 90067

FACSIMILE COVER SHEET

TO: Office of Board of Commissioners
COMPANY: Los Angeles City Recreation and Parks Department
FAX NO.: (213) 202-2610
TELEPHONE NO.:

BOARD OF REGULATION
AND PARK COMMISSIONERS
2016 APR 21 PM 3:25

FROM: Vera Sergeeva, Paralegal to Robert L. Glushon
NO. OF PAGES: 2, including cover
DATE: April 21, 2016
RE: CANCELLATION of Ex Parte Hearing
Los Angeles Superior Court Case No. BS161761

MESSAGE:

At request of Kristina Kropp please see attached correspondence.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.



Sarah Dusseault <sarah.dusseault@lacity.org>

Settlement Offer to City Council

Rob Glushon <rob.glushon@lacity.org>
To: Sarah Dusseault <sarah.dusseault@lacity.org>

Thu, Apr 21, 2016 at 1:05 PM

A thousand thanks.

From: Sarah Dusseault [mailto:sarah.dusseault@lacity.org]
Sent: Thursday, April 21, 2016 12:06 PM
To: Rob Glushon <rob.glushon@lacity.org>
Subject: Re: Settlement Offer to City Council

Rob,

We have to communicate through the city attorney regarding any legal matters before the city, but I wanted you to have a copy of a letter that we sent to RAP.

Thank you,

Sarah

On Tue, Apr 19, 2016 at 11:59 AM, Rob Glushon <rob.glushon@lacity.org> wrote:

See attached settlement offer in the pending litigation entitled Citizens Preserving Runyon, et. al. v. City of Los Angeles.

We are requesting that this be placed on the City Council for closed session consideration on a date next week convenient to Council District 4.

Thank you.

Robert L. Glushon, Esq.

Luna & Glushon

16255 Ventura Boulevard, Suite 950

Encino, California 91436

Telephone

Fax (818) 907-8760

Century City Office

1801 Century Park East, Suite 2400

Los Angeles, California 90067

=====

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COUNCILMEMBER • DISTRICT 4
DAVID RYU
SERVING OUR NEIGHBORHOODS

Sarah Dusseault
Chief of Staff

Los Angeles City Councilmember David Ryu
City Hall: 213.473.2344
sarah.dusseault@lacity.org

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Sarah Dusseault <sarah.dusseault@lacity.org>

Please confirm with Mike Shull

Sarah Dusseault <sarah.dusseault@lacity.org>

Thu, Apr 21, 2016 at 11:05 AM

To: David Ryu <cd4ryu@lacity.org>

Thank you for agreeing to halt construction at the tennis court site for the proposed basketball court at Runyon Canyon Park. Thank you also for agreeing to recommend that the Board of Recreation and Parks Commissioners to reconsider its prior approval of this project.

--

COUNCILMEMBER • DISTRICT 4
DAVID RYU
SERVING OUR NEIGHBORHOODS

Sarah Dusseault

Chief of Staff

[Los Angeles City Councilmember David Ryu](#)

City Hall: 213.473.2344

sarah.dusseault@lacity.org

